

Todd S. Whipple, Chief Deputy County Attorney
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GALLATIN COUNTY CLERK
OF DISTRICT COURT
JENNIFER BRANDON

2012 FEB 8 PM 3 06

MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY

THE STATE OF MONTANA,

Plaintiff,

No. DC-12- 27B

v.

AFFIDAVIT OF PROBABLE CAUSE
AND MOTION FOR LEAVE
TO FILE INFORMATION

AMY JO ERICKSON,

Defendant.

* * * * *

COMES NOW Todd S. Whipple, Deputy County Attorney, and being first duly sworn upon oath, deposes and says as follows:

1. Your affiant is a Deputy Gallatin County Attorney, and by law one of the attorneys to prosecute criminal matters in the State of Montana.

2. Pursuant to a report of investigation prepared by Detective Dustin Lensing of the Belgrade Police Department and submitted to the County Attorney's Office on February 2, 2012, your affiant is aware of the following.

3. On or about November 3, 2010, Darren Fowler, the president of the Belgrade Little League Baseball Organization, filed a report with Officer Jarrod Robinson of the Belgrade Police Department stating he believed league treasurer, Amy Jo Erickson (hereinafter the defendant), had been embezzling funds from the Belgrade Little League Baseball Organization. Officer Robinson

collected Fowler's information and set up an interview time for Fowler to speak with Detective Lensing.

4. On or about November 4, 2010, at approximately 1300 hours, Detective Lensing met with Fowler at the Belgrade Police Department and conducted an interview. Fowler advised Detective Lensing that approximately two weeks prior he had received a telephone call from Universal Athletics, who supplies uniforms to the league, informing Fowler the league had an outstanding bill in the amount of \$16,000 for uniforms and supplies. Fowler stated he subsequently called the defendant to check if she had paid the outstanding bill. Fowler informed Detective Lensing that the defendant advised him she had been busy and would pay the outstanding bill. Fowler went on to state a few days later he called Gary Scheidecker at Universal Athletics to check if the bill had been paid. Fowler stated that upon speaking with Scheidecker he learned the defendant had called and left a message at Universal Athletics stating she had made two payments, one in the amount of \$8,500 and the other in the amount of \$4,500. Fowler stated Scheidecker advised him he had not received any proof of the payments, which the defendant had told him cleared the league's checking account at Valley Bank of Belgrade.

5. Fowler advised Detective Lensing that after several more days he again contacted Scheidecker to check if he had received payment for the league's outstanding debt, to which Scheidecker informed Fowler they had not. Fowler stated he then

contacted Joe Dahinden, the Valley Bank of Belgrade president, and requested his assistance in checking if the payments to Universal Athletics had cleared the league's checking account. Dahinden agreed to research the matter and return Fowler's telephone call.

6. Fowler stated Dahinden called him and advised him that there were not payments that had been made or checks that had been issued to Universal Athletics. Fowler stated Dahinden told him he had discovered several checks drawn on the league's checking account that had been made payable to Erickson Plumbing. Fowler advised Detective Lensing that Erickson Plumbing is a company owned by the defendant and her husband, Monty Erickson.

7. Fowler advised Detective Lensing that the first check that was discovered and caught the attention of he and Dahinden was a check made payable to Erickson Plumbing on July 26, 2010, in the amount of \$3,426.80. Fowler stated it was at that point he and Dahinden decided to research the matter more and found additional checks that had been drawn on the league's checking account and made payable to Erickson Plumbing.

8. Fowler provided copies of the following checks that had been drawn on the league's checking account and made payable to the defendant or Erickson Plumbing.

Date	Check Number	Amount
01/05/2008	5200	\$1,000.00
02/05/2008	5204	\$2,000.00
02/22/2008	5207	\$4,000.00
04/15/2008	5221	\$4,000.00

09/25/2008	5302	\$5,000.00
12/10/2008	5304	\$2,200.00
03/05/2009	5381	\$5,000.00
06/02/2009	5444	\$4,000.00
07/20/2009	5541	\$3,647.93
08/13/2009	5370	\$2,500.00
07/26/2010	5373	\$3,426.80
03/17/2010	5556	\$3,500.00
03/25/2010	5557	\$2,214.65
03/30/2010	5558	\$2,468.00
04/22/2010	5565	\$2,000.00
04/23/2010	5564	\$2,300.00
05/01/2010	5566	\$2,024.00
	Total:	\$51,281.38

9. Fowler questioned and turned over two additional checks to Detective Lensing. Check number 5560 in the amount of \$4,417.95, made payable to Babe Ruth League that was endorsed and deposited by "Babe Ruth Baseball" and check number 5702 in the amount of \$1,770, made payable to "cash" with "10 regionals" written on the memo line. Fowler informed Detective Lensing that he was not sure if either of the checks were legitimate in nature but thought it best to bring them in with the other checks.

10. Fowler advised Detective Lensing that there are two signature lines on each of the Belgrade Little League Baseball checks and it is league procedure for the defendant to sign each check. Fowler went on to explain that another signature is required from a league board member, such as himself. Fowler stated he and another board member, Stan Campbell, co-signed the

fraudulent checks but stated he and Campbell never suspected that any checks would be written to Erickson Plumbing, nor had Fowler or Campbell approved such checks be written for that purpose.

11. Detective Lensing asked Fowler if Erickson Plumbing had ever contracted with the Belgrade Little League Baseball Organization for services requiring payment. Fowler stated he did not believe that any such work had ever been done. Detective Lensing asked Fowler if he felt that the defendant had paid any league bills from her personal finances and then reimbursed herself for those costs, to which Fowler stated he did not believe that to be the case, as it would not make sense for her to do so with her access to league funds.

12. Fowler advised Detective Lensing that there was approximately \$1,000 left in the league's checking account. Fowler advised Detective Lensing that after all the league bills are paid, the league leaves approximately \$200 to \$1,000 in the account to cover the start up costs for the next baseball season.

13. Fowler informed Detective Lensing that he and the defendant had agreed to not run for re-election for the positions they held as they both had held office for several years and felt it was time for someone else to step in. Fowler stated that he was to be replaced by Jeremy Olson and it was his full belief that the defendant would step down as well but was shocked to learn that she had decided to stay on the board and run for re-election. Fowler informed Detective Lensing that the re-election had been

held at a league meeting the night prior.

14. Fowler informed Detective Lensing that the defendant was not present for the meeting and there had not been a treasurer's report submitted to the league board. Fowler stated it was very rare that the defendant would ever produce a treasurer's report when asked to do so. Fowler agreed to go through his paperwork and see if he could provide any past reports. Fowler additionally stated that while the defendant was not present at the meeting, she had sent several text messages to people who were present, excluding himself, asking about the status of the meeting and if she had been re-elected.

15. Fowler advised Detective Lensing that he had previously spoken with Olson about check number 5373 and they had agreed to speak with the defendant at the meeting. Fowler stated because the defendant did not show up for the meeting and the discovery of the additional checks, he and Olson decided they would not confront her.

16. In addition to league checking and vendor payments, Fowler advised Detective Lensing the defendant was in control of fundraising and concessions. Fowler stated the defendant collected the funds from the fundraising and concessions and made deposits at Valley Bank of Belgrade. Fowler agreed to provide Detective Lensing with additional bank records, fundraising and concession documentation.

17. Fowler provided Detective Lensing with copies of

calendars from a cash calendar fundraising project and explained that the calendars were sold for \$20 each and that the people who purchased the calendars were automatically entered into daily, weekly and special event and holiday raffle drawings. Detective Lensing was informed that the total pay out to participants was to be in the amount of \$11,280. Fowler explained to Detective Lensing that the daily drawings paid \$20 and the weekly Saturday drawings paid \$50. Detective Lensing learned there was one "Babe Ruth Day" drawing worth \$250, two \$250 drawings held on July 4, 2009, two \$250 drawings held on Thanksgiving, two Christmas day drawings worth \$500 and one drawing on January 1, 2010, offering one \$250 prize.

18. Fowler advised Detective Lensing that the league also had a credit card, though Fowler could not advise who the credit card was issued through. Fowler agreed to check into the credit card account and advise Detective Lensing at a later time if there were any discrepancies or illegitimate purchases.

19. Upon concluding his interview with Detective Lensing, Fowler requested that Detective Lensing attempt to obtain keys to the league's post office box and laptop computer, which Fowler believed had been purchased by the league for the defendant's use.

20. Detective Lensing attempted several times to make contact with the defendant to conduct an interview; however, many of his telephone calls had gone unreturned.

21. On or about January 17, 2011, at approximately 1056

hours, Detective Lensing conducted an interview with the defendant at the Belgrade Police Department. Detective Lensing read the defendant her rights per Miranda, to which she agreed both verbally and in writing to speak with Detective Lensing without an attorney present.

22. The defendant began the interview by telling Detective Lensing she felt she needed to finally come speak with him as her husband had heard rumors about stolen funds from the Belgrade Little League Baseball account. The defendant stated that she was not "avoiding it anymore" and that her husband had no idea of her involvement prior to this point.

23. During the interview with Detective Lensing, the defendant admitted to unlawfully taking funds from the Belgrade Little League Baseball checking account. The defendant admitted to doing so by writing checks to her husband's plumbing company as she "needed help financially". Detective Lensing asked the defendant if she intentionally took funds from the Belgrade Little League Baseball account for her own financial gain, to which the defendant agreed in the affirmative. The defendant informed Detective Lensing that she had been taking league funds for approximately four years but could not provide a specific date or exact dollar amount.

24. Detective Lensing asked the defendant about the requirement to have a two party signature on each check written on the league's account. The defendant advised that two signatures

were required and that she would give Fowler and Campbell blank checks to sign, explaining to them that the checks would be used to pay league bills. The defendant stated that she would take the blank, signed checks and make them payable to Erickson Plumbing for various dollar amounts. The defendant stated the checks were then deposited in her husband's business account.

25. Detective Lensing asked the defendant if any of the checks were used to cover personal reimbursements for league costs, to which the defendant stated there may have been minor reimbursements involved; however, nothing of significant dollar amount. Detective Lensing asked the defendant if the Belgrade Little League Baseball organization had ever contracted with Erickson Plumbing for any work or repairs, to which the defendant stated no.

26. Detective Lensing presented the defendant with copies of each of the checks in question and asked the defendant if she had written, signed and deposited each of the checks in to her business account for personal financial gain. The defendant inspected the checks and confirmed her handwriting and signature as well as the fact that the checks were deposited into her account for illegitimate purposes. The defendant advised Detective Lensing that check number 5560 made payable to Babe Ruth League was a legitimate expense and had been sent for league dues. The defendant also stated that check number 5702 made payable to "cash" was also legitimate and that the money had been distributed

to coaches and players for the 2010 regional tournament.

27. Detective Lensing asked the defendant about any financial documentation or records which she may have kept. The defendant stated that she had not been keeping any recent reports or generated any league treasurer's reports and could not recall when the last time she may have kept any sort of records.

28. Detective Lensing asked the defendant about the cash calendar fundraising project, to which the defendant advised she made very few pay outs with regards to the cash drawings. The defendant stated she transferred much of the funds from the cash calendar account to the general league checking account to help cover business expenses and deficiencies due to her theft of funds. The defendant stated calendar sales usually brought in approximately \$20,000 with the \$11,280 being paid out to the prize winners.

29. Detective Lensing asked the defendant about the league's credit card and the defendant stated a debit card was set up to pay a food service account; however, it was rarely used and used only for that purpose. Detective Lensing asked the defendant about the league's outstanding debts. The defendant advised Detective Lensing of the debt owed to Universal Athletics and admitted to having lied to Fowler about having sent checks for payment of the debt. The defendant stated she believed there was also an outstanding debt owed to Hands On Printing.

30. The defendant agreed to accompany Detective Lensing to

her residence located at 1215 Cardinal Drive in Belgrade, Montana to collect the Belgrade Little League Baseball property, checks and any documentation which she may have kept on file. The defendant signed a permission to search form allowing Detective Lensing consent to search her residence.

31. Detective Lensing followed the defendant to her residence where her husband was present. The defendant took Detective Lensing to her downstairs office where she presented Detective Lensing with a box containing miscellaneous items regarding Belgrade Little League Baseball. Detective Lensing collected the league's post office box keys, three endorsement stamps, checks numbered 5368, 5369, 5549, 5752, 5753, 5754, 5755 and 5371 that were pre-signed by Fowler, checks numbered 5356, 5357, 5368, 5369, 5384, 5385, 5695, 5696, 5697, 5698, 5699, 5703 and 5704 that were pre-signed by the defendant only, checks numbered 5757 to 6000, 5715 to 5750, 5218, 5228, 5267, 5360 to 5365, 5540, 5552, 5268, 5269, 5309, 5310, 5594 to 5596, 5308 and 5411 that were all completely blank and a check made payable to Ryan Self in the amount of \$250 dated June 27, 2010, that was voided.

32. Detective Lensing also collected assorted invoices and records pertaining to league transactions and expenses, including invoices from vendors, Kenyon Noble Lumber, Hands On Printing, Universal Athletics, Harrington Pepsi, Insty Print and the UPS Store. Also included in the records were uniform and gear bag

orders and player registration information. Detective Lensing transported all of the league property to the Belgrade Police Department and placed them in evidence.

33. On or about February 7, 2011, Detective Lensing began a review of the league's complete bank records, which he received from Fowler. Fowler was able to provide Detective Lensing with copies of checks and account statements for the years 2004 through 2010 as well as copies of the cash calendar account information. Fowler provided Detective Lensing with two treasurer's reports which he stated had been prepared by the defendant for the board. The first treasurer's report encompassed a time period from January 1, 2010, through March 2, 2010, and the second treasurer's report encompassed a time period from January 1, 2010, through April 6, 2010. Detective Lensing observed that the attached reports outlined the total league income for the time period to be \$58,696.38 with expense spending in the amount of \$25,897.13, listing a net income of \$32,799.25. Upon reviewing the league records, Detective Lensing observed the actual bank statements from April 5, 2010, showed a current balance of \$19,110.97.

34. In reviewing the Belgrade Little League Baseball records, Detective Lensing found the following additional checks that had been written to the defendant or Erickson Plumbing.

Date	Check Number	Payable to	Amount
01/05/2007	5198	Amy Erickson	\$500.00
02/17/2007	3006	Cash	\$300.00
04/16/2007	3032	Cash	\$708.00

05/21/2007	5008	Amy Erickson	\$500.00
06/28/2007	3078	Amy Erickson	\$300.00
07/17/2007	5154	Amy Erickson	\$754.19
07/17/2007	5155	Amy Erickson	\$1,391.60
08/28/2007	5164	Amy Erickson	\$1,000.00
11/01/2007	5195	Amy Erickson	\$5,195.00
11/26/2007	5196	Amy Erickson	\$2,000.00
12/16/2007	5205	Amy Erickson	\$2,363.87
12/23/2007	5197	Amy Erickson	\$1,500.00
01/05/2008	5200	Amy Erickson	\$1,000.00
02/07/2008	5204	Erickson Plumbing	\$2,000.00
09/25/2008	5272	Erickson Plumbing & Heating	\$5,000.00
02/17/2009	5307	Cash	\$300.00
04/13/2009	5376	Cash	\$300.00
04/13/2009	5377	Erickson Plumbing & Heating	\$501.78
04/13/2009	5378	Erickson Plumbing & Heating	\$4,500.00
05/03/2009	5388	Erickson Plumbing & Heating	\$3,000.00
06/01/2009	5482	Cash	\$720.00
06/08/2009	5446	Cash	\$720.00
07/20/2009	5535	Cash	\$1,185.40
07/21/2009	5539	Cash	\$300.00
10/01/2009	5375	Erickson Plumbing & Heating	\$3,216.43
12/15/2009	5383	Erickson Plumbing & Heating	\$249.99
12/18/2009	5545	Amy Erickson	\$497.86
01/11/2010	5546	Erickson Plumbing & Heating	\$499.98
02/16/2010	5550	Cash	\$300.00
		Total:	\$40,804.10

35. Detective Lensing was unable to find any documentation supporting reimbursement to the defendant for any league expenses. Detective Lensing observed that it was noted checks numbered 5546 and 5482 were for "ump" fees. In reviewing the league's records,

Detective Lensing learned that historically the umpire fees are paid directly by check and not by cash as noted on the checks.

36. Detective Lensing also reviewed the account information from the cash calendar fundraising checking account which noted a total of only \$1,610 in cash prize payouts for the 2009 through 2010, year. Detective Lensing observed these payouts only left an ending balance on October 31, 2010, in the account of \$31.50. Detective Lensing did not notice any suspicious checks that had been made payable to the defendant or Erickson Plumbing but did note several high value monetary transfers made by the defendant from the cash calendar fundraising account to the league's primary checking account, which was consistent with the defendant's statements made during her interview with Detective Lensing.

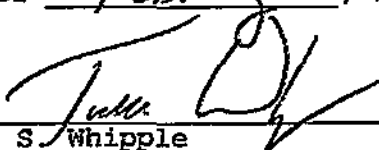
37. Detective Lensing is a certified document examiner and conducted an examination of all the checks written, signed and endorsed by the defendant. Detective Lensing compared the handwriting on the checks to that of the known handwriting of the defendant taken from her signed Miranda Waiver, Consent to Search form and all of the checks in which she admitted to writing and signing during her interview with Detective Lensing. Detective Lensing's opinion is that the defendant did author all of the checks previously listed and that any signatures and endorsements on the checks bearing the defendant's name were in fact made by the defendant.

38. Detective Lensing learned that all checks made payable

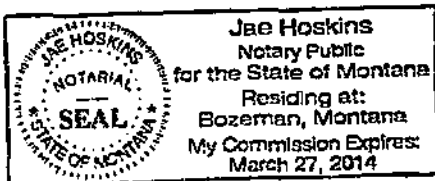
to the defendant were signature endorsed and deposited into her First Interstate Bank account and all checks made payable to Erickson Plumbing were stamp endorsed using the company endorsement and deposited into Erickson Plumbing's business account at First Interstate Bank.

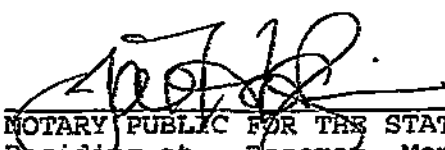
Based upon the foregoing facts, the undersigned moves this court to grant leave to file an information charging the above-named defendant with the offense of: COUNT 1: Theft by Embezzlement, a Felony, in violation of Section 45-6-301, MCA.

DATED this 5th day of February, 2012.


Todd S. Whipple
Chief Deputy County Attorney

SUBSCRIBED and SWORN to before me this 8 day of February 2012.




NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at: Bozeman, Montana
My commission expires:

Todd S. Whipple, Chief Deputy County Attorney
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GALLATIN COUNTY CLERK
OF DISTRICT COURT
JENNIFER BRANDON

2012 FEB 8 PM 4 11

MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY
FILED jc
BY DEPUTY

THE STATE OF MONTANA,

Plaintiff,

No. DC-12- 278

v.

INFORMATION

AMY JO ERICKSON,

Defendant.

* * * * *

COMES NOW the State of Montana, having first obtained leave of this court and by this Information accuses the Defendant with committing the following crim in Gallatin County, Montana:

COUNT 1: Theft by Embezzlement, a Felony, in violation of Section 45-6-301, MCA, committed on or between January of 2007, through February of 2010, when the above-named defendant purposely or knowingly exerted unauthorized control over approximately \$92,085.48, belonging to the Belgrade Little League Baseball Organization, that was entrusted to the defendant, with the purpose of depriving the Belgrade Little League Baseball Organization of their property. The value of the property exceeds \$10,000.


Todd S. Whipple
Chief Deputy County Attorney

A person convicted of the offense of theft of property exceeding \$10,000 in value by embezzlement shall be imprisoned in a state prison for a term of not less than 1 year or more than 10 years and may be fined an amount not to exceed \$50,000.

In addition, the court may, in its discretion, place the person on probation with the requirement that restitution be made under terms set by the court. If the terms are not met, the required prison term may be ordered.

WITNESSES:

Detective Dustin Lensing
Officer Jarrod Robinson
Darren Fowler
Joe Dahinden
Jonathan Olson
Stan Campbell
Gary Scheidecker
Monty Erickson